

**NOT TO BE PUBLISHED IN OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SIXTH APPELLATE DISTRICT

JOE GUERRA,

Plaintiff and Appellant,

v.

AURORA LOAN SERVICES, LLC,

Defendant and Respondent.

H038813

(Santa Clara County

Super. Ct. No. 1-11-CV215595)

Joe Guerra appeals from an order denying his motion for an award of attorney's fees in connection with his successful petition to confirm an arbitration award. The trial court denied Guerra's motion on the ground that Aurora Loan Services, LLC (Aurora) was not a party to an agreement, which contained an attorney's fees clause. Guerra contends that the trial court erred because the arbitrator awarded attorney fees to him as the prevailing party. However, this court reversed the judgment confirming the arbitration award in the related appeal (case No. H038331) on the ground that the trial court erred in ordering Aurora to arbitration. Thus, Guerra was not the prevailing party. Since there is no basis for an award of attorney's fees, the order is affirmed.

---

Mihara, J.

WE CONCUR:

---

Elia, Acting P. J.

---

Grover, J.